Parks & Recreation
ZEBULON
NORTH CAROLINA

Athletic Facility Reservation and License Policy

The purpose of the listed athletic facilities is to provide Town-sponsored or co-sponsored recreational, educational, and/or community programs for the Zebulon community. When the spaces are not being utilized by the Town of Zebulon, organizations or individuals may reserve the space for their use in accordance with this Facility License Application and Policy.

Policies

1. **Notice:** All athletic facility usage prefers a 30-day notice. Athletic facility usage requires at least two weeks' notice.
2. **Age:** If the licensee ("Licensee") is an individual, Licensee must be an adult, age 21 years of age or older. If Licensee is an entity, a responsible adult, age 21 years of age or older, must be present and always supervising.
3. **Business Verification:** Any business or entity that wishes to apply in their name must be a Limited Liability Corporation or Incorporated. These businesses must also provide proof of their tax identification number on the license application. If the business does not meet the listed requirements, the application must be submitted in an individual's name.
4. **Licensee Name:** The name listed on the Facility License Application & Policy MUST be the person or officer of the business that is using the Facility during the requested time. Having another individual or business list their name and/or address for the purpose of receiving the resident license rate is prohibited.
5. **Application**: The licensee is required to submit a facility use application and submit it to the Recreation Assistant completed in its entirety. This application should provide details on the requested space, day, time, and use. Depending on the use additional forms or documentation may be required.
6. **Facility Use Permit**: The Recreation Assistant will issue a facility use permit following payment in full. The licensee is only permitted to use the space identified on the permit for the designated date and time on the permit.
7. **Parking:** Vehicles are only to park in approved parking lots. Vehicles are restricted to public roads and should not be driven or parked on any field.
8. **Amplified Sound:** There is to be no sound amplification or music of any kind playing without permission from the Parks and Recreation Department. All requests must be submitted in writing, at least 1 week prior to the usage date. Requests are to be submitted to the Recreation Assistant.
9. **Law and Regulation:** Licensee will comply with all laws, ordinances (including Town of Zebulon Noise Ordinance), and regulations adopted or established by federal, state, county, or Town of Zebulon and require that all its attendees comply with same. The Licensee will comply with all facility rules and regulations and will require that all its attendees comply with same. A licensee is solely responsible for the behavior and compliance of its guests and vendors during the event. Failure to comply with applicable laws and rules shall be grounds for immediate expulsion from the facility and termination of the license. In such event, Licensee shall not be entitled to any refund.
10. **Safety:** Licensee agrees, that at all times the event and all activities will be conducted in a manner to protect public safety. All portions of sidewalks, entries, doors, passages, corridors, and all ways of access to public utilities of the premises shall be kept unobstructed by Licensee and shall not be used for any purpose except for ingress or egress to and from the premises of Licensee. Licensee agrees to not

bring onto the premises any material, substance, equipment, or object which is likely to constitute a hazard to the property thereon. The Town of Zebulon shall have the right to refuse any such material, substances, equipment, or object, as well as the right to require its removal. Failure by licensee to comply with all safety requirements may result in cancellation of the license.

11. **Alcohol:** All alcoholic beverages of any kind are strictly prohibited at all parks.
12. **Lights:** Lights are available at Zebulon Community Park ball fields, Zebulon Elementary School ball fields and the tennis court at Whitley Park. If lights are requested, ZPRD will coordinate with the individual to provide the lights for the License. Lights can be added to the usage based on the hourly rate in the board adopted fee schedule.
13. **Field Preparation:** Field preparation for the baseball and softball fields includes dragging the field, hand raking around the bases, pitching mound, and home plate, and lining the infield and outfield. Field Preparation for soccer fields includes lining the field and setting the goals. Field preparation can only be completed by Town of Zebulon Staff, the cost can be found in the current fee schedule. The Parks Manager or Parks and Recreation Director may authorize an established organization, with field preparation experience, to prepare fields to Town standards. Licensee must have written authorization from the Parks Manager or Parks and Recreation Director.
14. **Cleanup:** All trash created by licensee must be picked up and placed in the designated trash cans. The licensee is to be responsible for the general cleanup of the facility. In the event the facility is not cleaned after the usage, the user/organization will be billed for the facility to be cleaned based on the staff hourly rate in the board adopted fee schedule. The Licensee will be billed for total hours it takes staff to clean the facility, a minimum of (2) two hours will be billed to the licensee for cleanup.
15. **Cooking:** One household grill, gas, or charcoal, is permitted per License. Written permission from Parks and Recreation Staff is required for any individual using a pig cooker. Any individual cooking and selling food must complete the Vendor/Concession/Admission/Catering/Fee permit and submit it to the Recreation Assistant at least two weeks prior to the usage date. Cookers cannot be located on the fields or in direct pedestrian pathways.
16. **Insurance:** The Town of Zebulon reserves the right to require the licensee to provide insurance for its events including insurance covering the Town of Zebulon, the facility, and the people in attendance. Licensee or permitted caterer will provide a public liability insurance policy in the amount of at least $1,000,000 per claim naming the Town of Zebulon and Licensee as additional insured parties and covering claims for injuries, deaths, and/or property damage arising out of the use of premises by Licensee. Depending on the event described, the Town of Zebulon may require up to $5,000,000 in coverage. Proof of this liability insurance coverage must be provided to the Recreation Assistant no later than two weeks prior to the event, and if not, the Town of Zebulon may cancel this agreement, and the Licensee shall forfeit all rights to refund any monies paid.
17. **Security:** Uniformed, Off Duty- Officers may be required for Licenses. Licensee will be notified if security is needed after review of License information, by the Recreation Assistant. Payment and scheduling of the Off Duty Officer is the responsibility of the licensee and can be completed directly with the Zebulon Police Department at 919-823-1818, during business hours.
18. **Vendor:** Vendor Requests will be determined on a case-by-case basis. All requests should be submitted to the Recreation Assistant, in writing, at least two weeks prior to the license date.
19. **Admission:** Charging Admission is permitted with written permission. If admission is permitted to be charged, the Town will charge an additional fee that is listed in the board adopted fee schedule. Town staff will identify a location for admission to be collected. Admission/gate fees cannot be charged at the main entrance of the park, or entrances of the parking lot. If admission is to be charged, the

Vendor/Concession/Admission/Catering/Fee Permit must be submitted to request authorization from the Recreation Assistant.

20. **Food Trucks:** Food truck vendors are permitted. Each Food Truck vendor must complete the Vendor/Concession/Admission/Catering/Fee Permit Form. Requests can be submitted to the Recreation Assistant at least two weeks prior to the license date. All food truck vendors will be required to provide proof of insurance along with other business documents.

21. **Concessions:** The Town of Zebulon reserves the right to sell concessions. In the event the Town of Zebulon does not offer concessions, the licensee may request to sell concessions. Each concession vendor must complete the Vendor/Concession/Admission/Fee Permit Form. Requests can be submitted to the Recreation Assistant at least two weeks prior to the license date. Proof of insurance will be required.
22. **Cancellations:** The Town of Zebulon reserves the right to make cancellations to any reservation at any time as it relates to health, safety, and welfare. Cancellation notices will be issued as far in advance as possible. All license fees and deposits, including the application fee, will be returned in full if the cancellation is initiated by the Town of Zebulon. The Town of Zebulon will not be liable for any other costs incurred by Licensee due to cancellations made by the Town of Zebulon.
23. **Refused License:** Zebulon Parks and Recreation Department reserves the right to refuse any park or athletic facility license.
24. **Reoccurring Licenses:** Licenses that are expected to be ongoing must have all dates listed on the application. The application will only be valid for the dates listed on the initial application. An updated application must be submitted annually.
25. **Application Fee:** There will be a standard, $25 application fee charged for reoccurring and tournaments requests, each application submitted. The application fee is due when the application is submitted. The application fee can be paid via card, cash or check at the Zebulon Community Center, or by card via the applicants online RecDesk account. The application fee is non-refundable.
26. **Staffing Fee**: Some usage could require staffing. The Licensee will be charged a staffing fee for each staff member (see fee schedule for fee). Staffing that is required during usage will be at the expense of the licensee. Zebulon Parks and Recreation is subject to require staff for any license agreement.
27. **Payment:** Half (50% of total license amount) is due within five business days of booking. The remaining half (50%) is due two weeks prior to the first usage date. Payment, in full, is required at least two weeks prior to the usage date. No dates will be set until payment has been received. The Town will invoice the licensee. Should payment not be received, the date and location will not be held.
28. **Tournaments:** Tournament dates must be requested as far in advance as possible. Payment plans may be available upon approval by the Parks and Recreation Director. Tournaments require at least one month (30 days) notice.
29. **Storage:** Zebulon Parks and Recreation Department does not permit any on-site storage unless authorized by the Park Manager or Parks and Recreation Director. Such authorization should be rare and consistent with the town's strategic plan**.** Town of Zebulon Staff are not responsible for lost, damaged, or stolen property.
30. **Mounds:** For fields that do not have a dirt mound, the licensee has the option to provide a temporary mound if preferred. The licensee should discuss drop off and pick up with the Parks and Recreation Department before scheduled usage. Mounds left unattended are not the responsibility of the Town of Zebulon. The Town of Zebulon is not responsible for any damage to mounds.

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Liability Waiver (Athletic Facility License)

The undersigned user certifies that it has read and signed the Zebulon Parks and Recreation Contract for Field Usage and agrees to abide by its terms. Said user agrees to defend, indemnify and save harmless the Town of Zebulon, its employees, contractors, agents, and officers each severally and separately, from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind of nature connection with the license or use of the facility contemplated by this application including, without limitation, any and all direct and indirect costs and defense, made against, or incurred or suffered by, any such indemnities as a direct or indirect consequence of injury, sickness, or disease, including death, to persons: injury to, or destruction of property, including without limitation, the loss or use of property, or any other cause of action whatsoever, arising out of, resulting from, or which would not have occurred or existed but for this license agreement. This indemnity shall include, without limitation, any and all liabilities, demands, claims, damages, losses, costs, and expenses caused, or alleged to have been caused by any negligence or any other act or omission of contract signee or signee's employees, contractors, agents, officers, or guests.

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IF LICENSEE IS AN INDIVIDUAL:

Signature: _____

Print Name: _____

Date: _____

IF LICENSEE IS AN ENTITY:
(Print Entity Name) _____

By: _____
(Signature of authorized person)

Name: _____
(Print name of authorized person)

Title: _____
(Print capacity of authorized person (President, Vice President, etc.))